

1 Matthew D. Lamb
2 Nevada Bar No. 12991
3 BALLARD SPAHR LLP
4 100 North City Parkway, Suite 1750
5 Las Vegas, Nevada 89106-4617
6 Telephone: 702.471.7000
7 Facsimile: 702.471.7070
8 lambm@ballardspahr.com

6 Matthew A. Morr (admitted *pro hac vice*)
7 BALLARD SPAHR LLP
8 1225 Seventeenth Street, Suite 2300
Denver, Colorado 80202-5596
Telephone: 303.292.2400
Facsimile: 303.296.3956
morm@ballardspahr.com

*Attorneys for Defendant
Specialized Loan Servicing LLC*

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

SUZANNE L. WALSH,

Plaintiff,

V.

**SPECIALIZED LOAN SERVICING LLC,
MORTGAGE SERVICE CENTER, and
EXPERIAN INFORMATION
SOLUTIONS, INC.**

Defendants.

CASE NO. 2:15-cv-02353-GMN-GWF

[CASE NO. 2:15-cv-02354-GMN-GWF]

STIPULATION AND PROTECTIVE ORDER

Pursuant to F.R.C.P. 26(c). Suzanne L. Walsh (“Walsh”), Specialized Loan Servicing LLC (“SLS”) and Experian Information Solutions, Inc. (“Experian”) (collectively, the “Parties”) hereby stipulate and agree to the following Protective Order, agree to be bound by its terms as of the date of this filing and request that this Court enter it as an order of the Court¹:

¹ Plaintiff has not produced any documents that would be subject to this Protective Order and does not intend to produce any documents that would be subject to this Protective Order. The Parties have met in good faith and Plaintiff has agreed to stipulate to this Protective Order and agrees to be bound by its terms to the extent that it does not conflict with this Court's March 31, 2016 Order (Doc. 32) in *Jones v. Bank of West*, Case No. 2:15-cv-1930 ("Jones").

1 Upon a showing of good cause in support of the entry of a protective order to
2 protect the discovery and dissemination of confidential and proprietary information
3 or information which will improperly annoy, embarrass, or oppress any party,
4 witness, or person providing discovery in this case, IT IS ORDERED:

5 1. This Protective Order shall apply to all CONFIDENTIAL information
6 (as defined in paragraph 3 below) in this case, including, without limitation,
7 documents produced, answers to interrogatories, responses to requests for admission,
8 deposition testimony, and other information either party or any non-party discloses
9 pursuant to the disclosure or discovery duties the Federal Rules of Civil Procedure
10 create.

11 2. As used in this Protective Order, the term “document” is defined as
12 provided in F.R.C.P. 34(a)(1). A draft or non-identical copy is a separate document
13 within the meaning of this term.

14 3. Information designated “CONFIDENTIAL” shall be information that is
15 confidential, proprietary, personal financial information and/or implicates common
16 law or statutory privacy interests of the parties to this litigation entitled to protection
17 under F.R.C.P. 26(c).

18 4. Any party may designate information as CONFIDENTIAL by:

19 (a) Imprinting the word “CONFIDENTIAL” on each page of a
20 document;

21 (b) Imprinting the word “CONFIDENTIAL” next to or above any
22 response to a discovery request;

23 (c) With respect to native electronic documents (such as an excel
24 spreadsheet), either: (i) by including “CONFIDENTIAL” in the title of the
25 document; or (ii) providing a log stating what information, data, or documents
26 shall be treated as CONFIDENTIAL;

27 (d) With respect to transcribed testimony, either: (i) by making such a
28 designation on the record during the depositions or other proceeding; or (ii) by

1 giving written notice to opposing counsel designating all or part of any
2 deposition transcript testimony “CONFIDENTIAL” no later than 14 calendar
3 days after receiving notice from the court reporter of the completion of the
4 transcript. Prior to the expiration of the 14 calendar day period described in
5 Paragraph 4(d)(ii), the transcribed testimony shall be deemed
6 CONFIDENTIAL.

7 5. CONFIDENTIAL information shall be used only for the purpose of this
8 litigation and not for any business or other purpose whatsoever. Individuals
9 authorized to review CONFIDENTIAL information shall hold it in confidence and
10 shall not divulge the CONFIDENTIAL information, either verbally or in writing, to
11 any other person, entity or government agency unless the Court orders that
12 individual to do so.

13 6. CONFIDENTIAL documents, materials, and/or information (collectively
14 “CONFIDENTIAL information”) shall not, without the prior written consent of the
15 party producing it or further Order of the Court, be disclosed, either directly or
16 indirectly, to anyone other than:

- 17 (a) Attorneys actively working on this litigation;
- 18 (b) Persons regularly employed or associated with the attorneys
19 actively working on this litigation whose assistance those attorneys require for
20 purposes of this litigation;
- 21 (c) The parties (including designated representatives for each party);
- 22 (d) Expert witnesses and consultants the parties retain for purposes
23 of this litigation, to the extent such disclosure is necessary for preparation,
24 trial or other proceedings in this civil action;
- 25 (e) The Court and its employees (“Court Personnel”);
- 26 (f) Stenographic reporters and videographers who participate in a
27 deposition, trial or other proceedings necessarily incident to the conduct of this
28 litigation; and

(g) Deponents, witnesses or potential witnesses.

2 7. Before disclosing any CONFIDENTIAL information to any person listed
3 above (other than counsel, persons employed by counsel, Court Personnel and
4 stenographic reporters), counsel shall provide such person with a copy of this
5 Protective Order and obtain from such person a written acknowledgment in the form
6 set forth on Exhibit A, stating that he or she has read this Protective Order and
7 agrees to be bound by its provisions. All such acknowledgments shall be retained by
8 counsel and shall be subject to in camera review by the Court if opposing counsel
9 demonstrates good cause for review. If a party wishes to show a third-party
10 deposition witness CONFIDENTIAL information based on a good faith belief that the
11 witness can provide information that would be properly discoverable in this case, and
12 that witness refuses to sign the written acknowledgment, counsel may disclose
13 CONFIDENTIAL information to the deposition witness only after: (a) noting the
14 witness' refusal on the deposition record, (b) providing the witness with a copy of this
15 Order, and (c) informing the witness that the information to be communicated is
16 Confidential, subject to the Protective Order in this action, may be used only in
17 connection with that deposition and may not be communicated to any other person,
18 and that any misuse of the CONFIDENTIAL information will violate the Court's
19 Order.

20 8. In the event a party wishes to submit CONFIDENTIAL information or
21 the contents of the CONFIDENTIAL information to the Court, the party filing the
22 document shall make the filing under seal in accordance with all instructions of the
23 Court and LR IA 10-5, including filing an accompanying motion for leave to file the
24 designated document under seal and stating on the first page, directly under the case
25 number “FILED UNDER SEAL UNDER COURT ORDER (ECF No. ____)” with a
26 reference to the ECF No. of the Court Order adopting this Protective Order. To the
27 extent that the sole ground for a motion to seal is that the opposing party (or non-
28 party) has designated a document as subject to protection under this Stipulated

1 Protective Order, the movant must notify the opposing party (or non-party) at least
2 seven days prior to filing the designated document. The designating party must then
3 make a good faith determination if the relevant standard for sealing is met. To the
4 extent the designating party does not believe the relevant standard for sealing can be
5 met, it shall indicate that the document may be filed publicly no later than four days
6 after receiving notice of the intended filing. To the extent the designating party
7 believes the relevant standard for sealing can be met, it shall provide a declaration
8 supporting that assertion no later than four days after receiving notice of the
9 intended filing. The filing party shall then attach that declaration to its motion to
10 seal the designated material. If the designating party fails to provide such a
11 declaration in support of the motion to seal, the filing party shall file a motion to seal
12 so indicating and the Court may order the document filed in the public record. In the
13 event of an emergency motion, the above procedures shall not apply. Instead, the
14 movant shall file a motion to seal and the designating party shall file a declaration in
15 support of that motion to seal within three days of its filing. If the designating party
16 fails to timely file such a declaration, the Court may
17 order the document filed in the public record.

18 All materials filed under seal shall be treated as CONFIDENTIAL and
19 released from CONFIDENTIAL treatment only upon further order of the Court. To
20 the extent the Court may deny the motion to place the document under seal, the
21 other parts of this Stipulated Protective Order remain applicable in regards to that
22 document. To the extent the under seal designation of the filing is rejected, the filing
23 party shall take reasonable steps to have the CONFIDENTIAL information placed
24 under seal, including contacting the clerk. If the filing party's efforts do not result in
25 the filing being placed under seal, it shall be the responsibility of the designating
26 party to file a motion to place the CONFIDENTIAL information under seal pursuant
27 to this Protective Order. The rejection of an under seal filing will not constitute a
28 violation of the Protective Order or constitute a waiver of the confidentiality of

1 CONFIDENTIAL information, and the parties shall in any event continue to treat
2 the CONFIDENTIAL information as having CONFIDENTIAL status and
3 protections.

4 9. No copies of CONFIDENTIAL information shall be made except as
5 required for purposes of this litigation.

6 10. A party may object to the designation of particular CONFIDENTIAL
7 information by giving written notice to the party designating the disputed
8 information. The written notice shall identify the information to which the objection
9 is made. The parties shall then, in good faith and on an informal basis, attempt to
10 resolve the dispute. If the parties cannot resolve the objection within twenty-one (21)
11 business days after the time the notice is received, the designating party shall move
12 the Court requesting that the Court determine whether the disputed information
13 should be subject to the terms of this Protective Order or for such other protections.
14 The party designating the information CONFIDENTIAL shall bear the burden of
15 establishing that good cause exists for the disputed information to be treated as
16 CONFIDENTIAL. If such a motion is timely filed, the disputed information shall
17 continue to have CONFIDENTIAL status until the Court rules on the disclosure
18 motion. If the designating party fails to file such a motion within the prescribed
19 time, the disputed information shall lose its CONFIDENTIAL designation.

20 11. By agreeing the entry of this Protective Order, the parties adopt no
21 position as to the authenticity or admissibility of documents produced subject to it.

22 12. Within sixty (60) days after the final termination of this litigation,
23 including all appeals, each party shall return all CONFIDENTIAL documents; all
24 extracts, abstracts, charts, summaries, notes or copies of CONFIDENTIAL
25 documents to the designating party, excluding any materials that, in the good faith
26 judgment of counsel, are attorney work product..

27 13. The termination of this action shall not relieve counsel or other persons
28 obligated under this Protective Order from their responsibility to maintain the

1 confidentiality of CONFIDENTIAL information and documents. The Court shall
2 retain continuing jurisdiction to enforce the terms of this Protective Order.

3 14. Nothing in this Protective Order shall preclude any party from filing a
4 motion seeking further or different protection from the Court under Rule 26(c) of the
5 Federal Rules of Civil Procedure, or from filing a motion with respect to: (a) the
6 manner in which CONFIDENTIAL information and documents shall be treated at
7 trial; or (b) whether particular information should be deemed non-confidential.

8 15. The Court may modify this Protective Order at any time for good cause
9 shown following notice to all parties and an opportunity for them to be heard.

10 DATED: August 1, 2016.

George Foley, Jr.
UNITED STATES MAGISTRATE JUDGE

BALLARD SPAHR LLP
100 NORTH CITY PARKWAY, SUITE 1750
LAS VEGAS, NEVADA 89106
(702) 471-7000 FAX (702) 471-7070

1 APPROVED AS TO FORM BY:

2 DATED: July 28, 2016.

KAZEROUNI LAW GROUP APC

3
4 s/ Michael Kind
5 Michael Kind
Attorneys for Plaintiff

6 DATED: July 28, 2016.

BALLARD SPAHR LLP

7
8 s/ Matthew A. Morr
9 Matthew A. Morr
Attorneys for Defendant
Specialized Loan Servicing LLC

10 DATED: July 28, 2016.

SNELL & WILMER LLP

11
12 s/ V.R. Bohman
13 Bob L. Olson
V.R. Bohman
Attorneys for Defendant
Experian Information Solutions, Inc.

BALLARD SPAHR LLP
100 NORTH CITY PARKWAY, SUITE 1750
LAS VEGAS, NEVADA 89106
(702) 471-7000 FAX (702) 471-7070

